

**State of New Hampshire
Board of Medicine
Concord, New Hampshire 03301**

In the Matter of:
Heather Mudgett, P.A.
No.: 0530
(Misconduct Allegations)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine (“Board”) and Heather Mudgett, P.A., (“Ms. Mudgett” or “Respondent”), a physician assistant licensed by the Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 328-D:6 and 7, and Medical Administrative Rule (“Med”) 609, the Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physician assistants.
2. Respondent holds license number 0530. Respondent practiced as a physician assistant in Windham, Derry and Plymouth, NH over the past year.
3. In March of 2006, a pharmacist contacted the New Hampshire Board of Pharmacy to report that a practitioner had issued a prescription for a “patient” who was believed to be a family member of the practitioner. The practitioner was identified as the individual who picked up the prescription at the pharmacy. The Board of Pharmacy conveyed this information to the Board of Medicine.

4. In response to this, the Board conducted an investigation and obtained information from various sources pertaining to Respondent's prescribing practices and understanding of professional boundaries.

5. Respondent stipulates that if a disciplinary hearing were to take place, Hearing Counsel would prove that Respondent engaged in professional misconduct by the following facts:

A. Respondent worked at South New Hampshire Internal Medicine Associates ("SNHIMA") for approximately five weeks. She was discharged from employment there on February 17, 2006.

B. On March 17, 2006, Ms. Mudgett wrote a prescription for 100 tablets of oxycodone for her father, G.G. Ms. Mudgett wrote the prescription on a SNHIMA prescription pad. G.G. was never a patient at SNHIMA.

C. Four other prescriptions were located for G.G. that had been written by Respondent for Schedule II controlled substances. In addition, prescriptions were located for Respondent's mother, M.G., that had been written by Respondent on SNHIMA pads for Schedule II controlled drugs. One prescription written by Respondent on an SNHIMA pad was located for a patient, F.M. Neither F.M nor M.G. were patients at SNHIMA.

D. Prescriptions written by Respondent for G.G. were also located at other pharmacies. These were written on prescription pads from Respondent's former employer, Speare Medical Associates ("Spear"). Respondent was employed by Spear. G.G. was never a patient at Spear.

5. The Board finds that Respondent committed the acts as described above and concludes that, by engaging in such conduct, Respondent violated RSA 328-D:6, III, IV, V and IX; RSA 318-B:9, I and III (k); Med 609.01 (a), (b) (2), (b) (5), (b) (8), (b) (10) and, American Academy of Physician Assistants Guidelines for Ethical Conduct – Care of Family Members and Coworkers; and, Illegal and Unethical Conduct.
6. Respondent acknowledges that this conduct constitutes grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as a physician in the State of New Hampshire.
7. Respondent consents to the Board imposing the following discipline, pursuant to RSA 328-D:7:
 - A. Respondent is REPRIMANDED.
 - B. Respondent's license is SUSPENDED for a period of one year.
 - C. Respondent is required to meaningfully participate in a program of continuing medical education in the following areas: 1) attendance at a controlled substance prescribing course; and, 2) attendance at a professional boundaries course or 1:1 counseling at a facility that specializes in maintaining professional boundaries. Both courses must be pre-approved by the Board prior to enrollment in the courses. Any continuing education hours earned during these courses shall be in addition to the hours required by the Board for renewal of licensure and shall be completed within one (1) year from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these hours, Respondent shall notify the Board and provide written proof of completion.

- D. After attending the above courses, but prior to re-instatement of her license, Respondent shall submit to a second evaluation by Dr. Slater. The results of that evaluation shall be considered by the Board in determining whether to re-instate Respondent's license and any recommendations made in the evaluation shall become conditions of re-instatement of Respondent's license.
- E. Should Respondent's license be re-instated by the Board, it shall be RESTRICTED to require that Respondent have all prescriptions for controlled substances signed by a supervising physician. Should Respondent wish to remove this restriction on her license at any time, she shall be required to petition the Board and show cause as to why it is appropriate to remove this restriction.
- F. Respondent shall bear all costs of the treatment, evaluation, and reporting required by this *Settlement Agreement*, but he shall be permitted to share such costs with third parties.
- G. The Board may consider Respondent's compliance with the terms and conditions herein and with the recommendations of the evaluator in any subsequent proceeding before the Board regarding Respondent's license.
- H. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of the *Settlement Agreement* to any current employer for whom Respondent performs services as a physician assistant or work which requires a degree and/or license as a physician assistant or which directly or indirectly involves patient care, and to any

agency or authority which licenses, certifies or credentials physician assistants, with which Respondent is presently affiliated.

- I. For a continuing period of three (3) years from the effective date of this agreement, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physician assistant or for work in any capacity which requires a degree and/or license as a physician assistant or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physician assistants, to which Respondent may apply for any such professional privileges or recognition.
8. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 328-D:6, III, and a separate and sufficient basis for further disciplinary action by the Board.
9. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
10. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
12. The Board agrees that in return for Respondent executing this *Settlement Agreement*, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.
13. Respondent understands that her action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
14. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.
15. Respondent understands that the Board must review and accept the terms of this *Settlement Agreement*. If the Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Board during its review of this *Settlement Agreement* have prejudiced her right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
16. Respondent is not under the influence of any drugs or alcohol at the time she signs this *Settlement Agreement*.
17. Respondent certifies that she has read this document titled *Settlement Agreement*. Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal

to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, she waives these rights as they pertain to the misconduct described herein.

18. This *Settlement Agreement* shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR RESPONDENT

Date: 10/20/06

Heather M. Mudgett
Heather Mudgett, P.A.
Respondent

FOR THE BOARD/*

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: 11/3/06

Penny Taylor
(Signature)

PENNY TAYLOR
(Print or Type Name)
Authorized Representative of the
New Hampshire Board of Medicine

/* James Sise, M.D., Board members, recused.

Paul Scibetta, D.O., Board member, recused.

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